

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief John George/693-8320  
Prepared by: Nina B. Valdez

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 1

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE PALMS AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

**REPORT IN BRIEF:** The Palms would like to enter into an agreement with the Town of Davie Police Department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution

Agreement for Traffic Control (signed by The Palms)

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE PALMS AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.**

**WHEREAS,** The Palms and the Davie Police Department would like to enter into an "Agreement for Traffic Control" and

**WHEREAS,** The Palms have the authority to sign said agreements, and have done so; and

**WHEREAS,** the Davie Police Department requests the Mayor add his signature to said Agreement;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA**

**SECTION 1.** The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreements for Traffic Control," attached hereto as Exhibit A.

**SECTION 1.** This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2004

## AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and The Palms (hereinafter referred to as the "Owner"), agree on this 18 day of September, 2003, to enter into the following Traffic Jurisdiction Agreement.

**WHEREAS**, the Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

**WHEREAS**, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

**WHEREAS**, the Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

**WHEREAS**, pursuant to Florida Statutes §316.006(2)(b), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

### WITNESSETH

**NOW, THEREFORE**, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. The Town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the

private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute §768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town or the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

THE TOWN OF DAVIE, FLORIDA

\_\_\_\_\_ BY: \_\_\_\_\_ Signature

TITLE:

Print Name

ADDRESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTESTED BY:

\_\_\_\_\_  
TOWN ATTORNEY

Approved as to form and legality for the use and reliance of the Town of Davie, Florida, only

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, of the Town of Davie, Florida, a municipal corporation of the State of Florida, who is \_\_\_\_ personally known to me, or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:

WITNESSES:

*[Signature]*  
Signature

David Dugard  
Print Name

*[Signature]*  
Signature

Harold Herzberg  
Print Name

OWNER:: Mindy Vazquez

BY: *[Signature]*

ADDRESS: 11000 CAMERON CT

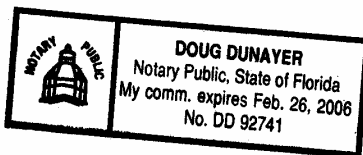
DAVIE FL 33324

PHONE: 954-916-4022

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of Dec, 2003  
by Mindy Vazquez of DAVIE, who is  
personally known to me, or who has produced FL Dr. Lic as identification, and  
who did/did not take an oath.

*[Signature]*  
NOTARY PUBLIC, State of Florida



Type, Stamp, Print Name

MY COMMISSION EXPIRES:

**DAVIE POLICE DEPARTMENT**

1230 South Nob Hill Road  
Davie, FL 33324  
(954) 693-8200  
FAX (954) 693-8399 (Road Patrol)

**AUTHORITY TO ENTER PREMISES AGREEMENT**

The Palms, a Florida Corporation,  
(Name of Corporation)

located at 11000 CAMERON CT DAVIE, Florida, hereby

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

**LEGAL DESCRIPTION OF PROPERTY**

(See example - "Exhibit A" attached)

The Palms, expressly understands and  
(Name of Corporation)

agrees that since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said

property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property. Upon an arrest for a criminal violation, The Palms agrees to assist in the criminal prosecution of said offender.

The Palms hereby agrees to communicate the terms and conditions of this agreement to any and all parties present on the above-described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

The Palms further agrees to notify the Town of Davie through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through United States Mail, certified, return receipt requested.

The Palms agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

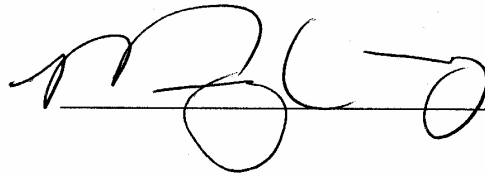
Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.



The Palms expressly understands and agrees that nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. The Palms further understands and agrees that nothing contained herein is intended or should be construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

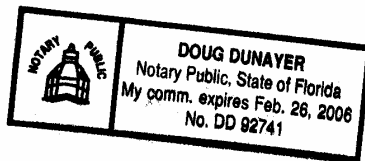
The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of The Palms a level of prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16 day of December 2003, by Minda Vazquez of Davie who is personally known to me, or who has produced FL Driver's License as identification, and who did/did not take an oath.



  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:

PARCEL I: Parcel A of SCARBOROUGH I, according to the Plat thereof, as recorded in Plat Book 119, page 38, Public Records of Broward County, Florida.

TOGETHER WITH PARCEL II: A portion of Parcel B of SCARBOROUGH I, according to the Plat thereof, as recorded in Plat Book 119, page 38, Public Records of Broward County, Florida, and being more particularly described as follows:

Begin at the Northeast corner of said Parcel B; thence South 14 degrees 41 minutes 51 seconds West along the Easterly line of said Parcel B for 244.57 feet; thence North 75 degrees 14 minutes 53 seconds West for 50.23 feet; thence North 14 degrees 45 minutes 07 seconds East for 110.20 feet; thence North 75 degrees 14 minutes 53 seconds West for 150.00 feet; thence South 14 degrees 45 minutes 07 seconds West for 90.20 feet; thence South 26 degrees 26 minutes 02 seconds East for 26.58 feet; thence South 31 degrees 07 minutes 44 seconds West for 33.35 feet; thence South 14 degrees 45 minutes 07 seconds West for 217.60 feet; thence North 75 degrees 14 minutes 53 seconds West for 269.14 feet; thence North 14 degrees 45 minutes 07 seconds East along the Westerly boundary line of said Parcel B for 494.04 feet; thence South 75 degrees 15 minutes 49 seconds East along the Northerly Boundary line of said Parcel B for 323.54 feet; thence South 14 degrees 41 minutes 51 seconds West for 89.34 feet; thence South 75 degrees 14 minutes 53 seconds East for 7.25 feet; thence South 14 degrees 41 minutes 51 seconds West for 21.00 feet; thence South 75 degrees 14 minutes 53 seconds East for 67.75 feet; thence North 14 degrees 41 minutes 51 seconds East for 110.36 feet; thence South 75 degrees 15 minutes 49 seconds East along the Northerly boundary line of said Parcel B for 62.50 feet to the point of beginning.

TOGETHER WITH PARCEL III: A portion of Tract A of SCARBOROUGH II, according to the Plat thereof, as recorded in Plat Book 126, page 44, Public Records of Broward County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of said Tract A; thence South 75 degrees 15 minutes 49 seconds East along the Northerly line of said Tract A for 1507.53 feet; thence South 14 degrees 44 minutes 11 seconds West for 465.88 feet; thence North 75 degrees 15 minutes 49 seconds West for 221.55 feet; thence South 46 degrees 44 minutes 11 seconds West for 135.53 feet; thence North 43 degrees 15 minutes 49 seconds West for 142.26 feet to Point of Curvature; thence Northwest along a circular curve to the right having a radius of 178.10 feet and a central angle of 34 degrees 56 minutes 07 seconds for an arc distance of 108.59 feet to a Point of Tangency; thence North 08 degrees 19 minutes 42 seconds West for 129.77 feet to a Point of Curvature; thence Northwest along a circular curve to the left having a radius of 45.00 feet and a central angle of 91 degrees 02 minutes 53 seconds for an arc distance of 71.51 feet to a Point of Reverse Curvature; thence West along a circular curve to the right having a radius of 300.00 feet and a central angle of 47 degrees 02 minutes 44 seconds for an arc distance 246.33 feet to a Point of Reverse Curvature; thence West along a circular curve to the left having a radius of 45.00 feet and a central angle of 19 degrees 05 minutes 49 seconds for an arc distance of 15.00 feet to a Point of Tangency; thence North 71 degrees 25 minutes 40 seconds West for 537.20 feet; thence North 75 degrees 21 minutes 52 seconds West for 98.50 feet; thence North 75 degrees 14 minutes 53 seconds West for 24.77 feet; thence North 14 degrees 41 minutes 51 seconds East along the Westerly line of said Tract A for 244.57 feet to the Point of Beginning.

Less and except therefrom those portions conveyed to the State at Florida Department of Transportation by deed filed MAY 13, 1998 in Official Records Book 28206, at Page 663 the Public Records of Broward County, Florida, being more particularly described as follows:

A portion of Tract 'A', SCARBOROUGH II, according to Plat thereof, as recorded in Plat Book 126, Page 44, of the Public Records of Broward County, Florida, said portion being more particularly described as follows:

Commence at the Northwest corner of said Tract 'A'; thence along the North line of said Tract 'A', South 75°15'49" East (Plat Bearings) 193.67 feet to the Point of Beginning; thence continue along said North line South 75°15'49" East 323.00 feet; thence South 14°44'11" West 12.00 feet to a line 12.00 feet South and parallel with the North line of said Tract 'A'; thence along said parallel line North 75°15'49" West 273.00 feet; thence North 61°46'04" West 51.42 feet to the point of beginning.

TOGETHER WITH PARCELS XXI (A) and XXI (B): A portion of Parcel B of SCARBOROUGH according to the Plat thereof, as recorded in Plat Book 119, page 38, Public Records of Broward County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Parcel B; thence South 14 degrees 41 minutes 51 seconds West along the Easterly line of said Parcel B for 244.57 feet; thence North 75 degrees 14 minutes 53 seconds West for 50.23 feet to the Point of Beginning of the following described parcel of land; thence North 14 degrees 45 minutes 07 seconds East for 110.20 feet; thence North 75 degrees 14 minutes 53 seconds West for 150.00 feet; thence South 14 degrees 45 minutes 07 seconds West for 90.20 feet; thence South 26 degrees 26 minutes 02 seconds East for 26.58 feet; thence South 75 degrees 14 minutes 53 seconds East for 132.50 feet to the Point of Beginning;

TOGETHER WITH the following described parcel of land:

Commence at the Northeast corner of said Parcel B; thence North 75 degrees 15 minutes 49 seconds West along the Northerly line of said Parcel B for 62.50 feet to the Point of Beginning of the following described parcel of land; thence South 14 degrees 41 minutes 51 seconds West for 110.36 feet; thence North 75 degrees 14 minutes 53 seconds West for 67.75 feet; thence North 14 degrees 41 minutes 51 seconds East for 21.00 feet; thence North 75 degrees 14 minutes 53 seconds West for 7.25 feet; thence North 14 degrees 41 minutes 51 seconds East for 89.34 feet; thence South 75 degrees 15 minutes 49 seconds East along the Northerly boundary line of said Parcel B for 75.00 feet to the Point of Beginning.

TOGETHER WITH PARCEL XXII: A portion of Parcel B of SCARBOROUGH I, according to the Plat thereof, as recorded in Plat Book 119, page 38; together with a portion of Tract A of SCARBOROUGH II, according to the Plat thereof, as recorded in Plat Book 126, page 44, all as recorded in the Public Records of Broward County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Parcel B as shown on said Plat of SCARBOROUGH I; thence South 14 degrees 41 minutes 51 seconds West along the Easterly line of said Parcel B for 244.57 feet to the Point of Beginning of the following described parcel of land; thence South 75 degrees 14 minutes 53 seconds East for 24.77 feet; thence South 75 degrees 21 minutes 52 seconds East for 98.50 feet; thence South 71 degrees 25 minutes 40 seconds East for 537.20 feet to a Point of Curvature; thence Easterly along a circular curve to the right having a radius of 45.00 feet and a central angle of 19 degrees 05 minutes 49 seconds for an arc distance of 15.00 feet to a Point of Reverse Curvature; thence Easterly along a circular curve to the left having a radius of 300.00 feet and a central angle of 47 degrees 02 minutes 44 seconds for an arc distance of 246.33 feet to a Point of Reverse Curvature; thence Easterly along a circular curve to the right having a radius of 45.00 feet and a central angle of 91 degrees 02 minutes 53 seconds for an arc distance of 71.51 feet to a Point of Tangency; thence South 08 degrees 19 minutes 42 seconds East for 129.77 feet to a Point of Curvature; thence Southerly along a circular curve to the left having a radius of 178.10 feet and a central angle of 34 degrees 56 minutes 07 seconds for an arc distance of 108.59 feet to a Point of Tangency; thence South 43 degrees 15 minutes 49 seconds East for 142.26 feet; thence South 46 degrees 44 minutes 11 seconds West for 105.83 feet; thence North 43 degrees 15 minutes 49 seconds West for 386.34 feet; thence South 55 degrees 16 minutes 02 seconds West for 294.09 feet; thence South 13 degrees 51 minutes 45 seconds East for 330.60 feet; thence South 88 degrees 33 minutes 27 seconds West for 278.76 feet; thence North 36 degrees 20 minutes 29 seconds West for 446.85 feet; thence South 89 degrees 28 minutes 51 seconds West for 188.27 feet; thence North 14 degrees 41 minutes 51 seconds East along the West line of said Tract A for 331.93 feet; thence North 75 degrees 14 minutes 53 seconds West for 192.37 feet; thence North 14 degrees 45 minutes 07 seconds East for 217.60 feet; thence North 31 degrees 07 minutes 44 seconds East for 33.35 feet; thence South 75 degrees 14 minutes 53 seconds East for 182.73 feet to the Point of Beginning.

Said lands situate, lying and being in the Town of Davis, Broward County, Florida, and containing 1,737,527 square feet (39.888 acres) more or less.

BENCHMARK NOTE:

ELEVATIONS ARE RELATIVE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929, ARE SHOWN THUS: <sup>8</sup>/<sub>9</sub> AND ARE BASED ON BROWARD COUNTY BENCHMARK NO. 2354 BEING A RAILROAD SPIKE IN EAST EDGE OF PAVEMENT OF HIATUS ROAD, 188'+ SOUTH OF CENTERLINE OF SCARBOROUGH DRIVE, 78'+ WEST OF CONCRETE WALL.  
ELEVATION = 8.43'

BEARING BASIS

BEARINGS BASED ON PLAT OF SCARBOROUGH I & II AS RECORDED IN PB. 119, PG. 38 & PB. 126, PG. 44 B.C.R.

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